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5 Attorneys for Plaintiff, ORLANDO SANCHEZ

6 **U.S. DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

7 ORLANDO SANCHEZ, an
8 individual,
9 Plaintiff,
10 vs.

11 EXPERIAN INFORMATION
SOLUTIONS, INC.,
12 Defendants.

Case No.:

**COMPLAINT FOR VIOLATIONS
OF:**

1. **FEDERAL FAIR CREDIT
REPORTING ACT,**
2. **CALIFORNIA CONSUMER
CREDIT REPORTING
AGENCIES ACT**

13
14 TO THE CLERK OF THE COURT, ALL PARTIES, AND THE HONORABLE U.S.
DISTRICT COURT JUDGE:

15
16 Plaintiff, ORLANDO SANCHEZ, an individual, by and through his attorneys of
17 record, hereby complains and alleges as follows:

18 **INTRODUCTION**

19 1. Plaintiff, through his attorneys, brings this action to challenge the actions of
20 Defendant EXPERIAN INFORMATION SOLUTIONS, INC.. (hereinafter
21 "EXPERIAN"), for violations of the Federal Fair Credit Reporting Act (15 U.S.C. §§

1 1682-1681x) (“FCRA”) and the California Consumer Credit Reporting Agencies Act
2 (Cal. Civ. Code §§ 1785.1-1785.36) (“California CCRAA”) for mixing his father’s
3 derogatory credit accounts with Plaintiff’s consumer credit file, refusing to provide
4 Plaintiff with a copy of his consumer credit report, and failing to undertake a reasonable
5 investigation into Plaintiff’s written disputes of his father’s accounts being included
6 within his file.

7 **JURISDICTION & VENUE**

8 2. This action arises out of Defendant’s violations of the Federal FCRA, over which
9 the U.S. District Court has original subject matter jurisdiction pursuant to 28 U.S.C. §
10 1331, 15 U.S.C. § 1681p.

11 3. The U.S. District Court has supplemental jurisdiction over Plaintiff’s cause of
12 action for the State of California CCRAA pursuant to 28 U.S.C. § 1367(a).

13 4. Defendant EXPERIAN regularly conducts business within the State of California
14 by collecting personal information related to every adult resident of the State of
15 California and providing that information to various business entities within the State of
16 California, and therefore personal jurisdiction is established.

17 5. Because all tortious conduct occurred while Plaintiff resided in the County of
18 Riverside, venue properly lies in this court.

19 **PARTIES & DEFINITIONS**

20 6. Plaintiff is a natural person whose permanent residence is in the County of San
21 Diego, State of California.

1 7. Defendant EXPERIAN is physically located at 475 Anton Blvd., H46, in the City
2 of Costa Mesa, State of California, and regularly does business in the State of
3 California.

4 8. Plaintiff is a natural person, and is therefore a “consumer” as that term is defined
5 by Calif. Civ. Code § 1785.3(b) of the California CCRAA and 15 U.S.C. § 1681a(c) of
6 the Federal FCRA.

7 9. The causes of action herein pertain to Plaintiff’s “consumer credit reports”, as
8 that term is defined by Calif. Civ. Code § 1785.3(c) of the California CCRAA and 15
9 U.S.C. § 1681a(d)(1) of the Federal FCRA, in that inaccurate misrepresentations of
10 Plaintiff’s credit worthiness, credit standing, and credit capacity were made via written,
11 oral, or other communication of information by a consumer credit reporting agency,
12 which is used or is expected to be used, or collected in whole or in part, for the purpose
13 of serving as a factor in establishing Plaintiff’s eligibility for, among other things, credit
14 to be used primarily for personal, family, or household purposes, and employment
15 purposes.

16 10. The causes of action herein also pertain to Plaintiff’s “consumer credit report” as
17 that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate representations of
18 Plaintiff’s credit worthiness, credit standing, and credit capacity were made via written,
19 oral, or other communication of information by a consumer credit reporting agency,
20 which is used or is expected to be used, or collected in whole or in part, for the purposes
21 of serving as a factor in establishing Plaintiff’s eligibility for, among other things, credit

1 to be used primarily for personal, family, household and employment purposes.

2 11. Defendant EXPERIAN is a “consumer reporting agency” as defined in 15 U.S.C.
3 § 1681a(f) of the Federal FCRA and Calif. Civil Code § 1788.3(d) of the California
4 CCRA, as it regularly engages in whole or in part, for monetary fees, dues, or on a
5 cooperative nonprofit basis, in the practice of assembling or evaluating consumer credit
6 information or other information on consumers for the purpose of furnishing consumer
7 reports to third parties, and which uses any means or facility of interstate commerce for
8 the purpose of preparing or furnishing consumer reports.

9 **FACTUAL ALLEGATIONS**

10 12. In June of 2015, Plaintiff sought to apply for an auto loan in the amount of
11 \$18,000.00 as a means of driving himself to and from work and school.

12 13. The potential creditor obtained a consumer credit report from a third-party
13 reseller called CoreLogic, whose business is to purchase credit files of consumers from
14 the “Big Three” consumer credit reporting agencies—Experian, Equifax, and Trans
15 Union—and then provide the collected data to the person requesting the information
16 from CoreLogic.

17 14. The June 2015 report provided by CoreLogic to the creditor contained several
18 items of derogatory accounts incurred and defaulted upon by Plaintiff’s father.

19 15. Plaintiff was therefore outrightly denied the the ability to even apply for the loan.

20 16. In June 2015, Plaintiff was a mere 20-year old attempting to make his first major
21 purchase as a young adult in an effort to obtain financial independence and to mature

1 into a contributing member of society.

2 17.Because Plaintiff had no previous lines of credit, he should not have had any
3 derogatory accounts in his consumer credit file as maintained by the consumer credit
4 reporting agencies at all.

5 18.Upon contacting CoreLogic directly, Plaintiff was informed that Defendant
6 EXPERIAN had merged the derogatory accounts from Plaintiff's father into Plaintiff's
7 consumer credit file, and CoreLogic only obtained the inaccurate information from
8 Defendant EXPERIAN.

9 19.By letter dated September 10, 2015, Plaintiff submitted a written dispute to
10 CoreLogic directly that disputed the derogatory accounts that had been misidentified as
11 his accounts.

12 20.Also by letter dated September 10, 2015, Plaintiff submitted a written dispute to
13 Defendant EXPERIAN directly, and identified the four derogatory accounts that should
14 not have been identified as his.

15 21.Plaintiff informed Defendant EXPERIAN that he did not open these accounts,
16 and the dates alleged as the opening date for each account shows that they were all
17 opened when he was a minor.

18 22.Plaintiff further informed Defendant EXPERIAN that he should not have any
19 derogatory accounts in his file, and he had been informed by CoreLogic that the
20 derogatory accounts had been provided to them by Defendant EXPERIAN.

21 23.In his written dispute, Plaintiff provided his address, date of birth, and social

1 security number.

2 24. Defendant EXPERIAN received Defendant's written dispute on September 16,
3 2015, as corroborated by certified mail return receipt.

4 25. On or about September 28, 2015, Plaintiff received a letter from Defendant
5 EXPERIAN, post-marked as September 23, 2015, that claimed, "The social security
6 number you gave us does not match the identification information in our database."

7 26. As a result, Defendant EXPERIAN failed to take action on Plaintiff's dispute.

8 27. By letter dated October 7, 2015, CoreLogic informed Plaintiff that they had
9 requested of Defendant EXPERIAN that they conduct an investigation and provide a
10 response to Plaintiff's disputes, but Defendant EXPERIAN failed to respond so
11 CoreLogic deleted the accounts from their third-party report by default.

12 28. Thereafter, on or about October 10, 2015, Plaintiff submitted to Defendant
13 EXPERIAN directly a written request for his consumer credit report, and included with
14 his request a photocopy of his social security card and California driver's license.

15 29. By letter post-marked November 10, 2015, Defendant EXPERIAN claimed, "The
16 social security number you gave us does not match the identification information in our
17 database."

18 30. As a result, Defendant EXPERIAN failed to take action upon Plaintiff's request.

19 31. CoreLogic's information to Plaintiff that Defendant EXPERIAN is the source of
20 the erroneous merger of information is corroborated by the fact that EXPERIAN is
21 failing to maintain a consumer credit file for Plaintiff under his own social security

1 number, and also because the consumer credit reporting agency Trans Union, LLC
 2 furnished a complete consumer credit report for Plaintiff under his own social security
 3 number in July 2015.

4 32.Plaintiff has suffered actual damages by way of loss of credit opportunity, denial
 5 of an \$18,000.00 auto loan, loss of creditworthiness, and also mental anguish by way of
 6 frustration, feelings of hopelessness and despair, nervousness, and fear over not being
 7 able to move forward in life at the same pace as his peers.

8 33.At all times during the aforementioned actions, there was in full force and effect
 9 the following obligations pertaining to Defendant EXPERIAN, pursuant to Calif. Civ.
 10 Code § 1785.16 of the California CCRAA (emphasis added):

11 (a) If the completeness or accuracy of any item of information
 12 contained in his or her file is disputed by a consumer, and the
 13 dispute is conveyed directly to the consumer credit reporting
 14 agency by the consumer or user on behalf of the consumer, the
 15 consumer credit reporting agency shall within a reasonable
 16 period of time and without charge, reinvestigate and record the
 17 current status of the disputed information before the end of the
 18 30-business-day period beginning on the date the agency receives
 19 notice of the dispute from the consumer or user, unless the
 20 consumer credit reporting agency has reasonable grounds to
 21 believe and determines that the dispute by the consumer is
 frivolous or irrelevant, including by reason of a failure of the
 consumer to provide sufficient information, as requested by the
 consumer credit reporting agency, to investigate the dispute.
 Unless the consumer credit reporting agency determines that the
 dispute is frivolous or irrelevant, before the end of the five-
 business-day period beginning on the date the consumer credit
 reporting agency receives notice of dispute under this section, the
 agency shall notify any person who provided information in
 dispute at the address and in the manner specified by the person. A
 consumer credit reporting agency may require that disputes by

1 consumers be in writing.

2 (b) In conducting that reinvestigation the consumer credit reporting
 3 agency shall review and consider all relevant information
 4 submitted by the consumer with respect to the disputed item of
 5 information. If the consumer credit reporting agency determines
 6 that the dispute is frivolous or irrelevant, it shall notify the
 7 consumer by mail or, if authorized by the consumer for that
 8 purpose, by any other means available to the consumer credit
 9 reporting agency, within five business days after that determination
 10 is made that it is terminating its reinvestigation of the item of
 11 information. In this notification, the consumer credit reporting
 12 agency shall state the specific reasons why it has determined that
 13 the consumer's dispute is frivolous or irrelevant. If the disputed
 14 item of information is found to be inaccurate, missing, or can no
 15 longer be verified by the evidence submitted, the consumer credit
 16 reporting agency shall promptly add, correct, or delete that
 17 information from the consumer's file.

18 34. At all times during the aforementioned actions, there was in full force and effect
 19 the following obligation upon Defendant, pursuant to 15 U.S.C. § 1681i(a)(1)(A), &
 20 1681i(a)(5)(A) of the Federal FCRA (emphasis added):

21 (a)(1)(A) In general. Subject to subsection (f), if the completeness or
 accuracy of any item of information contained in a consumer's file at a
 consumer reporting agency is disputed by the consumer and the consumer
 notifies the agency directly, or indirectly through a reseller, of such
 dispute, the agency shall, free of charge, conduct a reasonable
reinvestigation to determine whether the disputed information is
inaccurate and record the current status of the disputed information, or
 delete the item from the file in accordance with paragraph (5), before the
 end of the 30-day period beginning on the date on which the agency
 receives the notice of the dispute from the consumer or reseller.

(a)(5)(A) In general. If, after any reinvestigation under paragraph (1) of
 any information disputed by a consumer, an item of the information is
 found to be inaccurate or incomplete or cannot be verified, the
 consumer reporting agency shall—

1 (i) promptly delete that item of information from the file of the
2 consumer, or modify that item of information, as appropriate,
based on the results of the reinvestigation; and

3 (ii) promptly notify the furnisher of that information that the
4 information has been modified or deleted from the file of the
consumer.

5 35. At all times during the aforementioned actions, there was in full force and
6 effect the following obligation upon Defendant, pursuant to 15 U.S.C. § 1681j of the
7 Federal FCRA (emphasis added) for Defendant to clearly and accurately disclose to
8 Plaintiff:

- 9 1. All information contained in his file at the time of the request;
10 2. The sources of the information;
11 3. The identification of each person that procured a report upon Plaintiff; t
12 4. The dates, payees, and amounts of any checks upon which is based any
13 adverse information;
14 5. A record of all inquiries received in connection with credit or insurance
15 transaction; and
16 6. A statement that Plaintiff may request and obtain a credit score.

17 36. At all times during the aforementioned actions, there was in full force and
18 effect the following obligation upon Defendant, pursuant to 15 U.S.C. § 1681e(a) & (b)
19 of the Federal FCRA (emphasis added):

- 20 (a) Identity and purposes of credit users. **Every consumer reporting agency**
21 **shall maintain reasonable procedures designed to avoid violations of**
section 605 [15 USCS § 1681c] and to limit the furnishing of consumer

reports to the purposes listed under section 604 [15 USCS § 1681b]. These procedures shall require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose. Every consumer reporting agency shall make a reasonable effort to verify the identity of a new prospective user and the uses certified by such prospective user prior to furnishing such user a consumer report. No consumer reporting agency may furnish a consumer report to any person if it has reasonable grounds for believing that the consumer report will not be used for a purpose listed in section 604 [15 USCS § 1681b].

- (b) Accuracy of report. Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

FIRST CAUSE OF ACTION
FEDERAL FAIR CREDIT REPORTING ACT
15 U.S.C. §§ 1681i(a)(1)(A) & (a)(5)(A); and 1681e(a), (b)

37. Plaintiff repeats, re-alleges, and incorporates by reference all other paragraphs, as if fully set forth herein.

38. Defendant EXPERIAN violated 15 U.S.C. §§ 1681e(a) & (b) of the Federal FCRA when it failed to ensure maximum possible accuracy of the information it contained upon Plaintiff when it merged his father's derogatory credit information into his consumer credit report, and thereafter provided the erroneous information to CoreLogic, which ultimately resulted in Plaintiff being outrightly denied an auto loan.

39. Defendant EXPERIAN violated 15 U.S.C. §1681i of the Federal FCRA when it failed to conduct a reasonable investigation into Plaintiff's September 10, 2015 written dispute, despite Plaintiff having provided his date of birth and address in

1 addition to his social security number.

2 40. Defendant EXPERIAN violated 15 U.S.C. §1681j of the Federal FCRA
3 when it failed to provide to Plaintiff a copy of his consumer credit report upon his
4 request, despite Plaintiff providing to Defendant a photocopy of his social security card
5 and California driver's license along with his request.

6 41. Plaintiff has suffered actual damages by way of loss of credit opportunity,
7 denial of an \$18,000.00 auto loan, loss of creditworthiness, and also mental anguish by
8 way of frustration, feelings of hopelessness and despair, nervousness, and fear over not
9 being able to move forward in life at the same pace as his peers.

10 **SECOND CAUSE OF ACTION A**
11 **CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT**
Calif. Civ. Code § 1785.16

12 42. Plaintiff repeats, re-alleges, and incorporates by reference all other
13 paragraphs, as if fully set forth herein.

14 43. Defendant EXPERIAN violated Calif. Civ. Code § 1785.16 of the
15 California CCRAA when it failed to conduct a reasonable investigation into Plaintiff's
16 September 10, 2015 written dispute, despite Plaintiff having provided his date of birth
17 and address in addition to his social security number, and Defendant was required to
18 review and consider all relevant information submitted by Plaintiff.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiff prays that judgment be entered against Defendants
21 individually, and Plaintiff be awarded damages as follows:

1 1. Actual damages in the amount of \$18,000.00, plus interest, for denial of an
2 auto loan, or as the jury may allow at trial, pursuant to 15 U.S.C. §§1681n(a)(1)(A) and
3 1681o(a)(1) of the Federal FCRA, and Calif. Civ. Code §§1785.31(a)(1) and
4 1785.31(a)(2)(A) of the Calif. CCRAA;

5 2. Plus actual damages in the amount of \$15,000.00, plus interest, for mental
6 anguish, emotional distress, inconvenience, frustration, embarrassment, and despair, or
7 as the jury may allow at trial, pursuant to 15 U.S.C. §§1681n(a)(1)(A) and 1681o(a)(1)
8 of the Federal FCRA, and Calif. Civ. Code §§1785.31(a)(1) and 1785.31(a)(2)(A) of
9 the Calif. CCRAA;

10 3. Plus punitive damages in the amount of \$5,000.00 per willful violation
11 pursuant to Calif. Civ. Code §1785.31(a)(2)(B) of the Calif. CCRAA;

12 4. Plus statutory punitive damages in the amount of \$1,000.00 per willful
13 violation pursuant to 15 U.S.C. §1681n(a)(1)(A) of the Federal FCRA;

14 5. Plus punitive damages in the amount of \$50,000.00 per willful violation
15 pursuant to 15 U.S.C. §1681n(a)(2) of the Federal FCRA

16 6. Injunctive relief to remove the inaccurate derogatory credit reporting
17 information;

18 7. Any reasonable attorney's fees and costs to maintain the instant action
19 pursuant to 15 U.S.C. §§1681n and 1681o of the Federal FCRA, and Calif. Civ. Code
20 §§1785.31 of the Calif. CCRAA.

21 ///

TRIAL BY JURY

Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

SEMNR & HARTMAN, LLP

DATED: 12/1/2015

/s/ Jared M. Hartman, Esq.
JARED M. HARTMAN, ESQ.
Attorney for Plaintiff,
ORLANDO SANCHEZ